

ing to the tenor of said Promissory note, or in the performance or fulfillment of any covenant or agreement contained therein, then and in either case it shall be lawful for the said Ruth B. Gillelan or Assignee to sell the said property or premises hereby mortgaged in front of the Post Office in Emmitsburg, Maryland, by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County, once a week prior to the date of sale, and to apply the proceeds as in said mortgage stipulated, all of which will fully appear by reference to the Mortgage filed herewith as "Exhibit A", and which, together with all other exhibits produced, it is prayed may be taken and considered as part of this Petition and Report.

THIRD: That the Mortgage was duly assigned on the 25th day of March, 1959, to Alton Y. Bennett for foreclosure.

FOURTH: That default has been made in the payment of the principal and interest as set forth in said Mortgage provided, the amount now being due on the Mortgage being \$1,000.00; interest to May 1, 1959, \$1,369.90, and additional interest at the rate of \$.165 per day from May 1, 1959; State and County Taxes and other charges, all of which are set out in "Statement of Mortgage Claim" filed in this proceeding.

FIFTH: That subsequent to said assignment, the said Alton Y. Bennett, Assignee, advertised said property at public auction and filed his duly approved bond as required by Law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Emmitsburg Chronicle, a newspaper published in Frederick County, Maryland, ^(Exhibit Printer's Certificate) for more than three weeks before said sale, did pursuant to said notice did attend in front of the Post Office in Emmitsburg, Frederick County, Maryland, on Wednesday, June 3rd, 1959, at the hour of 11 o'clock, A.M., and then and there proceeded to sell said real estate, to-wit: